

From: Xaiviar of the family Brown,  
(Grantor/Trustee to Devon Living Trust)  
Address [9648 Olive Blvd.#466  
Olivette, Mo.63132]

September 15, 2021

**RECEIVED**

To: Office Of the Clerk Of Court  
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
111 South 10<sup>th</sup>. St.  
Saint Louis Mo.63102

SEP 15 2021

U. S. DISTRICT COURT  
EASTERN DISTRICT OF MO  
ST. LOUIS

13

Re: Private Post Settlement and Closure of Indictment No. 4:21 CR00259 RLW/SRW

I, Xaiviar of the family Brown, hereby sends this Private Settlement Agreement to all parties attached to Indictment No. 4:21 CR00259 RLW/SRW  
Office Of Clerk Of The Court ,UNITED STATES DISTRICT COURT,EASTERN DISTRICT OF MISSOURI, is to record this notice for the record, as follows:

NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Dear

Office Of Clerk Of The Court ,UNITED STATES DISTRICT COURT,EASTERN DISTRICT OF MISSOURI and other Respondents:

Please note that I have been informed that the court sold bonds and/or securities bearing the name XAIVIAIR BROWN AND/OR XAVIER BROWN, under SSN# 492-78-0865, without my knowledge and consent, which I believe is securities fraud, as well as breach of custodial and fiduciary duties from this courts administrators. While I am not making such an accusation at this time, I am giving you an opportunity to rectify the situation. Enclosed you will find GSA forms OF90; Release of Lien on Real Property, OF91 Release of Personal Property from Escrow, SF28; Affidavit of Individual Surety, SF24 Bid Bond; SF25; Performance Bond and SF25A; Payment Bond. I also request that the record for Case Number(s) be amended to reflect the proper accounting to maintain the integrity of the data used in the national matching program.

Furthermore, I hereby conditionally accept the charges under Indictment No. 4:21 CR00259 RLW/SRW, for value and consideration in return for post settlement and closure of Indictment No. 4:21 CR00259 RLW/SRW, AUTOTRIS & CUSIP ACCOUNT NUMBER 492780865. My signature at the bottom of this document is my act of endorsement of the charges under Indictment No. 4:21 CR00259 RLW/SRW, and my act to pay to the order of my minor account. Please use my exemption for full settlement and closure of this account as this account is pre-paid and exempt from levy.

It is my intent, through use of these government forms, to provide the remedy to settle and close the case and all associated accounts. It is my understanding that the defendant/trust has been presumed an agency/vessel of the United States since August 12, 1949. 26 USC 2031, Definition of gross estate, apply to this private settlement agreement, (see 26 USC 2652: definition of a trust - "any arrangement that has the effect of a trust is a trust whether it is called a trust or not"); [Insinuation (Blks 8th and 5th), any time a deed is recorded by insinuation, it's called a donation]; (due to the fraud of the secrecy) [2046 Balance sheet], [1041 instruction booklet pg. 2, 6 and 13] 6209 decoding manual; Title 12 sec 1813 L-1 "Any note deposited in a demand deposit account becomes the equivalent of cash and is a cash proceed. Pursuant to UCC 3-104(e), any note is a liability instrument or it can be treated as a draft" endorsed on the back as payee and, the grantor Xaiviar of the family Brown as payor as in a check. I am the contracting officer for said trust/trade name, and no contracts are entered into without my signature. The trust/trade name known as XAIVAR BROWN AND/OR XAVIER BROWN, account #492 -78-0865, has a bonded escrow account located at the DTC, from where all necessary funds may be accessed. (26 USC 2611 defines a "skip person" as a trust) including all incidents stemming from, relating to, or having any relationship to, from or with the State of Missouri for and on behalf of beneficiary Xaiviar of the family Brown. This fraud was brought upon the Court when, as co-fiduciary trustees, they represented the plaintiff/ principal(s) to be the State of Missouri. The Administrators, Executors, Representatives and Fiduciary Trustees, while acting in their official capacities, agree to hold the Grantor/Beneficiary Xaiviar of the family Brown harmless from any liability or loss by indemnification and bond from any and all possible taxable terminations, transfers, distributions, direct skips originating from the Legal Estate of the Decedent/trade name XAIVAR BROWN AND/OR XAVIER BROWN political commercial account No, 4:21 CR00259 RLW/SRW. At the expiration of 72 HOURS of the date of this Indenture Agreement, Indemnity Bond, without the total and complete correction of the record will constitute a breach of contract with a summary judgment and an international commercial Notice of lien on the real and movable property, malpractice bond(s) and nonperformance bond(s) of each and every Co-Fiduciary/ Trustee and Co-Administrator, and all others similarly situated, et al, to be offered to the international community for execution.

This appointment will not be affected by the addition of additional Co-Administrators and Co-Fiduciary Trustees. from time to time by the Grantor Beneficiary Xaiviar of the family Brown, {Beatty v Guggenheim Exploration Co. 122 NE 378 (/9/9). 225 NY 380. 119 NE 575.223 NY 294 (/9/8). Landmark case all constructive trust} as they become known. FAILURE TO CORRECT THE RECORD AND SETTLE THE ACCOUNT WITHIN 72 HOURS will constitute a Trust ex maleficio and will result in a claim of Fiduciary Trust FRAUD for the wrongful conversion of beneficiary Xaiviar of the family Brown's beneficial interest including the conversion of counterfeited securities and obstruction of justice with a claim to the Criminal Tax Division of the Internal Revenue Service for Criminal tax evasion of \$500,000.00 including but not limited to any days, month and/or years in prison [Trezevant v. City of Tampa], and 1099OID and 1099C showing you as the recipient of the funds on this taxable instrument(s) and the international community for the execution of penalties for counterfeit securities issued against the Xaiviar of the family Brown and without any AGREEMENT.

Pursuant to this Private Settlement Agreement Judgment:

IT IS DECLARED:

There now exists, a private contract between us and what I expect of you, co-administrators and co-fiduciary trustees, is to remain on your side of the Declaration of Rights that precedes and attaches to the STATE OF MISSOURI corporation constitution and that you remain in the state corporation constitution and out of my domain which is the declaration of the Bill of Rights and:

IT IS the intent herein that any conducted court proceedings are intended to be of competent jurisdiction, and

IT IS the intent herein that Plaintiff is a corporation, and

IT IS the intent herein that the Plaintiff has failed to state a claim upon which relief can be granted, and

IT IS the intent herein that the act of criminal barratry will be charged to the clerk of court and/or the court administrator for any reassignment of fiduciary duty by the court administrator and/or denial to the filing of this Private Settlement Agreement Order creating the denial of the right to access the court, and

IT IS the intent herein that the act of criminal barratry will be charged to the judge/agent, clerk of court and/or court administrator for any controversy brought into this court in opposition to this Private Settlement Agreement, and

IT IS the intent herein that abuse of office, and official misconduct will occur for any failure of the clerk of court and/or court administrator and/or judge/agent to place this Private Settlement Agreement into the evidence file, and

IT IS the intent herein that standard judicial operating procedures (SOP) can never overrule obstruction of justice or due process [Trezevant v. City of Tampa], and

IT IS the intent herein that any applicable damages shall be assessed at the rate previously set in Trezevant v. City of Tampa, and

IT IS the intent herein that Administrators, Executors, Fiduciary Trustee's provide equal protection of the law as a Matter of Law and as a Matter of Record, and

IT IS the intent herein that Administrators, Executors, Fiduciary Trustee's comply with Federal Congressional Legislation by not upholding recoupment, and

IT IS the intent herein that the act of criminal barratry, abuse of office and/or official misconduct will be charged to the judge/agent, clerk of court and/or court administrator for any failure to acknowledge and deliver this Private Settlement Agreement judgment pursuant to the tenants herein, and



IT IS the intent herein that this judgment is acknowledged by the Plaintiff and the Clerk of Court, and

IT IS the intent herein that this judgment is entered with prejudice.

### **Demand For Bonds**

I, Xaiviar of the family Brown, hereby demand that Office Of Clerk Of The Court ,UNITED STATES DISTRIC COURT,EASTERN DISTRIC OF MISSOURI, to make available for me, and to hand over to me, any and all bonds created against XAIVAR BROWN AND/ XAVIER BROWN through case/indictment number 4:21 CR00259 RLW/SRW, and I further order that these bonds to be redeem for post settlement and closure of Indictment number 4:21 CR00259 RLW/SRW. OR

I have a right to redeem the bonds which the court sold in the Defendant's name and social security number, therefore I am replacing those bonds with the enclosed bonds. I now own this case. The enclosed forms authorize you, and indeed, order you to:

- 1) RECALL all the bonds/securities which were previously sold in the name of XAIVAR BROWN AND/OR XAVIER BROWN and social security number of (ss# 492-78-0865), and refund these monies to me, as those funds belong to me;
- 2) Obtain your funding through the bonds enclosed;
- 3) Send a statement of account showing a zero (0) balance, and a check for all bond monies previously received on this account, to the above mail location;
- 4) Release the defendant/surety from any kind of involuntary servitude, immediately.

THESE FORMS ARE NOT SUBJECT TO THE DISCRETION OF THE COURT or other recipients. If you think you have reason to reject these forms, you are required to **provide proof of claim via a sworn affidavit** as to why you are not required to accept the forms or advise me of any defect you may find in the forms, and **provide your bond in support of your position**. Your failure to do so will be certified as fraud on your part, pursuant to *U.S. v. Tweel*. Please note that the court's comments are directed to Internal Revenue Service employees and apply equally to all government employees.

"Silence can only be equated with **fraud** when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading. . . . We cannot condone this shocking conduct. . . . If this is the case we hope our message is clear. This sort of deception will not be tolerated and if this is routine it should be corrected immediately." *U.S. v. Tweel*, 550 F2d 297, 299-300

YOUR RESPONSIBILITY. I understand it may take 60 days to process the enclosed bonds, but I require a good-faith letter from you, **within 30 days of the postmark on this communication**, acknowledging receipt of the bonds and your good-faith intention to process the bonds and

release me, or in the alternative, your affidavit and bond in support of your claim of a defect in the bonds. I am also requesting copies of the 1099-OIDs which were (or should have been) originally filed regarding this case, as well as copies of IRS forms 706 and 709 which should have been filed. Your failure to respond within this time frame, in the manner stipulated, will comprise your default.

DEFAULT. Failure to respond pursuant to the said terms of response or specifically perform under the provisions of the enclosed government forms, i.e., credit and ledger claimant's tender of consideration, will comprise a default on your part. As an operation of law, a default will comprise your agreement, consent and confession to all of the terms, statements and facts herein and herewith, and all inclusions and indorsements, front and back, annexed hereto. Your default will comprise your confession to **holding all liability in the aforesaid matter, your stipulation that the above noted party has exhausted his administrative remedy, and your consent to all necessary collection procedures.** As well, your default will comprise your confession to securities fraud, tax fraud, breach of fiduciary duty and false imprisonment, and will be certified and reported to the Governor and the Comptroller of your State, the IRS and the United States Attorney in your area. Your default will comprise your agreement to the **arrest of your bond**, and to the filing of criminal complaints and/or a tort against you.

**CONFESSION OF JUDGMENT:** Default will comprise your agreement to accept and pay certain fees. **Your default is your agreement to pay a co-claimant fee of Fifty Million Dollars (\$50,000,000.00) for the privilege of being joined as a co-Claimant against legal fiction XAIVAR BROWN AND/OR XAVIER BROWN pursuant to each attempt to impair the Claim or stultify the Claimant Xaiviar of the family Brown or the Debtor XAIVAR BROWN AND/OR XAVIER BROWN.**

**Self-Executing Power of Attorney.** To facilitate your strict compliance with all of the terms of the Contract, if you fail to correct the default within ten (10) days, you give, by remaining silent, unlimited power of attorney to Claimant to sign and execute for you regarding enforcement of your obligations under this Contract. In that event, you instruct and authorize the Claimant to **execute Respondent's signature(s) in representative capacity on a Self-executing Power of Attorney document.**

**ESTOPPEL BY ACQUIESCENCE.** Your Default will comprise your agreement that all issues pertaining to this Contract are deemed settled and closed **res judicata, stare decisis and collateral estoppel**, and as a result, **judgment by estoppel**, and therein you will be confessing to the criminal act of false imprisonment should you attempt to jail the Claimant hereto mentioned.

**WAIVER OF RIGHTS. CONFESSION OF JUDGMENT.** Your Default will comprise your consent, agreement and confession to **waive any and all rights** to raise a controversy, appeal, object to, or controvert administratively or judicially any of the terms and provisions in this Contract or the estoppel, as well as your consent to serving as a successor surety for all obligations, commercial and corporeal, attributed to the account. Upon Default, you and your agents may not argue, controvert, or protest the finality of the administrative findings to which you have agreed unless such Waiver of Rights which follows is declined in writing. Any such argument or controversy will comprise your confession to Perjury, Enticement to Slavery and

various crimes against humanity. The respondents' confession of judgment in the said amount is res judicata and stare decisis.

#### DENIAL OF WAIVER OF RIGHTS

I, Respondent, hereby acknowledge that I have received, read and fully understand this administrative remedy presentment with attachments, endorsements and schedules, and do hereby reserve the right to raise a justiciable controversy by exhibiting verified proof of claim and loss no later than [must be within ten (10) days of date of signing below unless written permission for a longer period of time is obtained in writing from the Third Party Intervener/Real Party in Interest under injury]. In the event the said claim is honored, I further agree to settle all associated accounts to a zero (\$-0-) Final Ending Balance.

Respondent signature: \_\_\_\_\_, Date \_\_\_\_\_

**CERTIFICATION AND RECORDING OF NON-PERFORMANCE FOR EVIDENTIARY PURPOSES.** For your protection, non-performance will be certified and recorded in the public record as evidence that Xaiviar of the family Brown **has exhausted her administrative remedy and that you have elected to waive all rights to raise a controversy or claim immunity from collection proceedings, having declined the opportunity to plead.**

Thank you for your assistance with this matter.

Sincerely,

XAIVIA BROWN AND/OR XAVIER BROWN  
Government-created ens legis/trust/trade name  
By: Xaiviar of the family Brown, Without Recourse  
Grantor/Trustee/Authorized Representative